



## 5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Advanced Arbitrator Training	AAA	16	April 23-24 03
Comprehensive Mediator Training	SF Bar Assoc.	32	July 1993
Advanced Arbitrator Training	AAA	8	July 1987

- A. Number of years experience as: mediator 16; arbitrator 18; neutral evaluator 8;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: ACBA ADR Program  
-mediator, arbitrator, early neutral evaluator
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: American Arbitration Association - Arbitrator in approximately 25 cases; ACBA ADR Program - mediator in approximately 20 cases
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.  
1. Business to business data line leasing; Nov 02-March 03; arb.; sole  
2. Dispute among LLC owners; Oct 02-Feb 03; arbitration; sole  
3. Dispute over order-entry computer sys; Apr 02-Oct 02; arb.; sole  
4. Gender discrimination in restaurants; Nov 01; early neutral eval; sole  
5. Purchase of real estate; May 01-June 01, mediation, sole.
- E. Is your ADR style best described as facilitative or evaluative/directive? it depends
- F. Describe any ADR related publications or training you have done: Article on International arbitration www.methvenlaw.com/intl-arb.htm; Oct. 14, 2002 newsletter article on arbitration clauses
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).  
245 dollars per hour

## 6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings:
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:
- C. You are available to conduct ADR conferences: x in your office; x at counsel's office; other (please describe: \_\_\_\_\_)
- D. You are available to conduct ADR proceedings: x during regular office hours; x evenings by appointment; x weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.:  
Generally I prefer prehearing briefs, although not always.

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy	5	x	x	x	x
Business/Corp.	20	x	x	x	x
Civil Rights					
Collections		x	x	x	x
Construction					
Contracts	20	x	x	x	x
Elder law/abuse	5	x	x	x	x
Employment		x	x	x	x
-Discrimination	1	x	x	x	x
-Harassment	1	x	x	x	x
-Termination	1	x	x	x	x
Environmental					
Fraud	2	x	x	x	x
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property	20	x	x	x	x
Landlord-Tenant	5	x	x	x	x
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust	5	x	x	x	x
Product Liab.					
Real Property	5	x	x	x	x
Securities	5	x	x	x	x
Tax					
Toxic Torts					
Wrongful Death					
Other:					

## Hourly Fee Agreement

By signing this agreement, you, \_\_\_\_\_, employ METHVEN & ASSOCIATES to represent you with regard to \_\_\_\_\_ and other legal work as requested. METHVEN & ASSOCIATES maintains errors and omissions insurance applicable to the services to be rendered, and the policy limits of that coverage meet or exceed the requirements of Section 6148(a)(4) of the Business and Professions Code.

METHVEN & ASSOCIATES is authorized to take the action it deems appropriate to represent you. You agree to pay us for all services at the hourly rates we are then charging for legal work. The current hourly rates are listed in the attached **Exhibit A**. These rates apply to travel time as well. We will inform you of any changes in our rates at least 30 days before the changes become effective. If you do not inform us to the contrary within that 30 days, you agree that the rates listed in the notice of change will apply. In addition, we are authorized to incur any and all reasonable expenses incident to representing you (including but not limited to filing fees, photocopying charges, postage, messenger services and overnight delivery charges), and you agree to pay such expenses. Should the attorney working on your matter become ill or unavailable, you agree that we may associate another attorney, whether in or outside our firm, so that your work is handled.

You agree to pay \$ \_\_\_\_\_ in advance, which we will draw against as hours are billed. At any time we may require you to pay specified amounts in advance, which we will place in our trust account and draw against as hours are billed. We reserve the right to require that these funds be replenished from time to time.

We will send you a monthly statement of your account. You agree to pay those sums on receipt of the bill. You also agree to pay us one and one-half percent (1.5%) interest per month, compounded monthly--or the highest amount allowed by law--on any past due balances. You agree that we may pay any fees or costs that we are owed from any amounts we have received from you, including any amounts placed in our client trust account.

If, within twenty-five (25) days after mailing our bill to you, we have not received full payment from you or received written notice that you disagree with any items on the bill, then the amounts owing on the bill are deemed to be accepted by you and we may charge all billed fees and costs to your credit card. You agree to keep us informed of your current credit-card information.

Because the attorney-client relationship is highly personal, both of us agree that either side may withdraw from that relationship without cause at any time. In that instance you agree to sign such documents as we request substituting us out as legal counsel; however, you still remain obligated for the fees and costs incurred.

You acknowledge that any figures we have given you are estimates only, that the actual fees may be higher and that you are obligated to pay the actual fees and costs. You also acknowledge that we make no guarantees or promises about the outcome of your matter. If either side terminates the work, you agree to pay the fees and costs incurred to the date we receive written notice of termination.

This agreement may only be modified by a writing signed by both parties. No waiver of this agreement will be effective unless made by a signed writing. No waiver will be a continuing waiver unless so stated in a signed writing. This document may be executed in counterpart copies and by faxed signatures, which will have the same force and effect as original signatures on a single original agreement.

Should legal proceedings be required to enforce payment of our monthly statements, the prevailing party will be entitled to reasonable attorneys' fees and costs. In case of any dispute, California law will govern and you agree that all proceedings will be initiated and conducted in Berkeley, California. You agree that any disputes, including malpractice claims, will be handled exclusively by arbitration in accordance with the Commercial Rules of the American Arbitration Association. This agreement is entered into and is to be performed in Berkeley, California.

METHVEN & ASSOCIATES signature: \_\_\_\_\_

CLIENT signature: \_\_\_\_\_

Date: \_\_\_\_\_

Visa or Master Card No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

EXHIBIT A

**METHVEN & ASSOCIATES FEE SCHEDULE**

June 1, 2002

Bruce E. Methven	\$245.00/hour
Associates	\$195.00/hour
Paralegals	\$ 65.00/hour